

Declaration of Fernando Lebeis

DECLARATION OF FERNANDO LEBEIS

I, Fernando Lebeis, declare:

1. I am over the age of eighteen and a specially appearing third-party defendant in this action. I have personal knowledge of the facts set forth herein and, if called as a witness, can testify competently thereto.

My Role with Guns N' Roses

2. Guns N' Roses is one of the most successful bands in rock and roll history, having sold over 100 million albums worldwide since forming in 1985. The band's "Not in This Lifetime..." tour, which spanned 2016-2019, was one of the highest-grossing tours in music history.

3. When Guns N' Roses is on tour, it engages musicians, sound engineers, lighting technicians, roadies, and a variety of production and other personnel, including photographers, camera operators and videographers.

4. One of those individuals, Katarina Benzova, is the Defendant, Counter-Claimant and Third-Party Plaintiff in this lawsuit.

5. I have known the members of Guns N' Roses for more than 35 years, and have worked with Guns N' Roses for over 25 years. For the past 15 years, I have been the band's manager. I manage all aspects of the Guns N' Roses business, from branding to touring to music releases.

The Parties

6. Plaintiffs and Counter Defendants Gundam Touring Services US, LLC ("Gundam Touring"), Gundam Productions, LLC ("Gundam Productions") and Waterhead International, Inc. ("Waterhead") are entities which managed certain Guns N' Roses concert tours.

7. Third Party Defendants Axl Rose, Saul "Slash" Hudson and Andrew "Duff" McKagan are the lead musicians of Guns N' Roses. Mr. Rose is the lead singer; Mr. Duff is the lead guitarist; and Mr. McKagan is the bassist.

1 8. Third Party Defendant Team Brazil Management, Inc. is a management
2 company.

3 9. I am the band manager for Guns N' Roses.

4 **The Written and Oral Agreements Between Benzova and Waterhead, Gundam**
5 **Touring, and Gundam Productions**

6 10. Defendant, Counter-Claimant and Third-Party Plaintiff Katarina Benzova
7 is a professional photographer. Benzova was the official tour photographer for Guns
8 N' Roses for approximately twelve years, from 2010 – 2022.

9 **A. The 2010 Agreement**

10 11. On October 9, 2010, Plaintiff and Counter-Defendant Waterhead engaged
11 Benzova as the official tour photographer for Guns N' Roses. Waterhead and Benzova
12 entered into a written engagement agreement (the "2010 Agreement"), a true and
13 correct copy of which appears at **Exhibit 101** to the Joint Appendix of Evidence. That
14 agreement contains a work-for-hire provision which states, *inter alia*:

15 the "'Works' shall mean the artwork, photographs and all other results and
16 proceeds of Artist's Services...[Benzova] acknowledges and agrees that
17 [Waterhead] is and shall be the exclusive owner in perpetuity throughout
18 the world of all right, title and interest in and to Works during and from
19 the inception of their creation, including, without limitation, the
20 worldwide copyrights therein and thereto and the exclusive right to
copyright such Works in [Waterhead's] name, and to exercise all rights of
the copyright proprietor thereof. In connection with the foregoing,
[Benzova] acknowledges and agrees that each Work is a "work made for
hire" within the meaning of the United States Copyright Act of 1976 and
for the purpose of all other copyright laws throughout the world."

21 12. Benzova continued to serve as Guns N' Roses' official tour photographer
22 under this agreement in 2010, 2011, 2012 and 2016. Whenever Guns N' Roses would
23 start a new leg of a tour, a Guns N' Roses representative would contact Benzova and
24 ask if she wanted to resume her role as tour photographer. When Benzova said yes, she
25 would then provide services and be paid in accordance with the 2010 Agreement.

26 13. Benzova was paid in excess of \$48,000 pursuant to the 2010 Agreement.

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B. The 2016 Agreement

14. On July 7, 2016, Benzova signed a “Crew Member Employment Memorandum” with Gundam Productions (the “2016 Agreement”) which had an effective date of “March 30, 2016 or upon first day of work,” a true and correct copy of which appears at **Exhibit 102** to the Joint Appendix of Evidence. This agreement also contains a “work-for-hire” provision which states as follows:

“You [i.e., Benzova] acknowledge and agree that the results and proceeds of your services rendered during the Term will be on a ‘work-for-hire’ basis. We [i.e., Gundam Productions] shall own the copyrights and all intellectual property rights to all of the video and photographs created by you during the term of your employment. In addition, we [i.e., Gundam Productions] shall have the right, but not the obligation to use your name, likeness, voice and biographical material in connection with the results and proceeds of your services hereunder.”

15. Once again, after the 2016 Agreement was signed, whenever Guns N’ Roses would start a new leg of a tour, a Guns N’ Roses representative would contact Benzova and ask if she wanted to resume her role as tour photographer. When Benzova said yes, she would then provide services and be paid in accordance with the prior written agreement.

16. Benzova was paid more than \$275,000 over the course of 2016-2022 by Gundam Productions.

C. The 2021 Agreement

17. On August 28, 2021, Benzova signed a “Crew Member Employment Agreement” with Gundam Touring (the “2021 Agreement”) which had an effective date of August 1, 2021, a true and correct copy of which appears at **Exhibit 103** to the Joint Appendix of Evidence. The 2021 agreement -- like the 2010 Agreement and the 2016 Agreement -- contains a work-for-hire provision which states:

“You [i.e., Benzova] acknowledge and agree that the results and proceeds of your services rendered during the Term will be on a ‘work-for-hire’ basis. We [i.e., Gundam Productions] shall own the copyrights and all intellectual property rights to all of the video and photographs created by you during the term of your employment. In addition, we [i.e., Gundam Productions] shall have the right, but not the obligation to use your name, likeness, voice and biographical material in connection with the results and proceeds of your services hereunder.”

1 18. As before, after the 2016 Agreement was signed, whenever Guns N’
2 Roses would start a new leg of a tour, a Guns N’ Roses representative would contact
3 Benzova and ask if she wanted to resume her role as tour photographer. When Benzova
4 said yes, she would then provide services and be paid in accordance with the prior
5 written agreements.

6 19. Benzova was paid more than \$125,000 over the course of 2017-2022 by
7 Gundam Touring.

8 **D. Transportation, Hotel Accommodation, Per Diem and Other Incidentals**

9 20. While she was serving as the Guns N’ Roses official tour photographer,
10 Benzova was issued a Guns N’ Roses crew pass on a lanyard that she wore around her
11 neck or clipped to her clothing. The crew pass gave Benzova access the restricted areas
12 at concert venues, such as cast and crew entrances, the backstage, dressing rooms, and
13 other areas that are not open to the general public.

14 21. Benzova traveled with the band while it was on tour and was provided
15 with transportation (airfare, bus, and taxi or car service), hotel accommodations, and a
16 per diem allowance for personal expenses, in addition to the more than \$450,000 in
17 compensation she received.

18 22. Benzova also enjoyed many of the “freebies” available to cast and crew
19 members, such as catered meals, cast parties, use of the band’s hair and makeup
20 personnel, sponsored recreational outings, and gifts given to members of the crew by
21 members of the band and service providers.

22 **E. Benzova’s Duties as Official Guns N’ Roses Tour Photographer**

23 23. As the official tour photographer for Guns N’ Roses, Benzova was
24 required to attend concerts and take pictures of members of the band while they were
25 on tour, including while they were performing on stage at concerts, while they were off
26 stage, and backstage. In addition, Ms. Benzova was responsible for taking pictures on
27 off days, special occasions, at personal appearances during the tour, etc.
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1 24. Benzova's duties were limited to taking photographs. Later she became
2 responsible for capturing and editing some video footage, too. Photographs (and later
3 video footage) were the reason Guns N' Roses hired Benzova, and that is what she did.

4 **F. Benzova Delivered Photographs She Took to Guns N' Roses**

5 25. Benzova was not engaged to simply be present at concert venues with a
6 camera – she was hired to take photographs so that the band and its representatives
7 could use those photographs. Guns N' Roses was paying Benzova for pictures - not for
8 her presence.

9 26. Accordingly, after Benzova was finished taking photographs of an event,
10 she would reach out to all parties associated with the principals for approvals of the
11 photographs, *i.e.*, she would make sure that each particular photo was acceptable to the
12 principals who appeared in the photo. Benzova would then upload the photographs to
13 a Guns N' Roses Dropbox account, and create a sub-folder containing the approved
14 photographs, with and without watermarks.

15 27. After Benzova uploaded the photographs to the Dropbox account,
16 representatives of Guns N' Roses would use them for whatever they saw fit. That was
17 the nature of the parties' business relationship, and it is why Benzova was hired.

18 28. In general, when Guns N' Roses was asked to provide a photograph, we
19 would tell Benzova what we needed, and she would help us select the most suitable
20 photograph.

21 29. Sometimes magazines and websites would give Benzova credit for
22 photographs, and sometimes they wouldn't – *i.e.*, when credit was given, an annotation
23 such as "photo by Katarina Benzova" would be placed directly below the photograph
24 on the page of the publication or the website. That was up to the publication. Sometimes
25 Benzova would ask for credit herself, and the publication would agree or refuse.
26 Sometimes Benzova would ask me to ask a publication to give her credit, and I'd relay
27 that request. Sometimes these requests were granted, and sometimes not; I'd
28 communicate the answer to Benzova either way. But the business relationship did not

1 require that Benzova be given credit for all of her photographs, and over the years some
2 of the photographs were credited to Benzova and some weren't.

3 **G. Guns N' Roses Used and Licensed the Photographs as it Saw Fit**

4 30. Some of the photographs Benzova was hired to take were distributed to
5 third parties. For example, sometimes magazines or websites who were running a story
6 on Guns N' Roses would request a recent photograph of the band, and Guns N' Roses
7 representatives would supply a photograph and give the publication permission to
8 reprint it.

9 31. Other photographs were used by Guns N' Roses itself. Guns N' Roses
10 mainly used Benzova's photographs to stay in touch with fans, show the previous
11 concert and give people a glimpse of what they just watched or missed. Benzova's
12 photos generally weren't used to advertise future shows.

13 32. When Guns N' Roses representatives used a particular photograph taken
14 by Benzova during her tenure as the band's official tour photographer, it did not
15 negotiate an agreement with Benzova for the use of that photograph, or otherwise
16 obtain her permission or consent. That was the nature of the parties' business
17 relationship, and it is why Benzova was paid for the use of the photographs she took –
18 so that Guns N' Roses could use the photographs as needed, and as it saw fit.

19 33. When Guns N' Roses representatives would give a third party (such as a
20 magazine or a website) permission to use a photograph taken by Benzova, Benzova
21 was not asked to consent to this, and the parties' business relationship did not require
22 Benzova to be paid any additional fee.

23 34. Once Benzova started capturing video footage, and Guns N' Roses gave
24 video footage to a third party, I would occasionally ask the third party to pay Benzova
25 a fee for the footage. I did this to help Benzova out and try to get her some extra money.
26 I was just being nice and wasn't obligated do it. I don't recall how many times this
27 happened; I don't think it happened very often.

1 35. If I ever asked a third party to pay a fee for one of Benzova's still
2 photographs, it was for the same reason – I was trying to help her out and get her some
3 extra money. I honestly don't remember if this ever happened. My off-the-cuff estimate
4 is that Benzova took tens of thousands of Guns N' Roses photos over the years. Again,
5 as stated above, our business relationship didn't require Benzova to be paid a fee for
6 use of an individual photograph, and if this happened a few times, it was a case-by-
7 case exception to our agreement – it was not the rule.

8 **H. Benzova Was Aware that Guns N' Roses Was Using and Licensing the**
9 **Photographs**

10 36. As stated above, Guns N' Roses representatives would often ask Benzova
11 to help them select a particular photograph for a given use. Benzova would offer
12 suggestions, after being told that the photograph was to be distributed to the public or
13 licensed to third parties, and thus had firsthand personal knowledge that Guns N' Roses
14 was using and licensing the photographs she had taken.

15 37. Several photographs taken by Benzova were widely circulated; for
16 example, a photograph of Axl Rose taken by Benzova appeared on the cover of a 2014
17 issue of Revolver magazine. **Exhibit 104** to the Joint Appendix of Evidence is a true
18 and correct copy of that photograph.

19 38. Other photographs were used on the band's official website, and on the
20 website of the official fan club.

21 39. Representatives of Guns N' Roses did not "conceal" their use of the
22 photographs from Benzova, or took any steps to "hide" this from her.

23 40. Until she sent a pre-litigation demand before filing this lawsuit, Benzova
24 did not object to Guns N' Roses' use of the photographs she took as the band's official
25 tour photographer.

26 41. The presence of a photographer on tour was mostly a luxury, not a
27 business necessity, and the cost of carrying a photographer didn't provide a good return
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1 on investment. It was convenient to have an official photographer, and Ms. Benzova
2 was a loyal member of our touring crew. That is the main reason why she was kept on.

3 **I. The Placement of Guns N' Roses Watermarks on Photos Taken by**
4 **Benzova as the Official Tour Photographer.**

5 42. When Benzova uploaded photographs she captured on tour to the Guns
6 N' Roses Dropbox account, she would add Guns N' Roses watermarks to some but not
7 to others. **Exhibit 105** to the Joint Appendix of Evidence is a true and correct copy of
8 a photograph containing a translucent "Guns N' Roses" logo watermark, so that the
9 Court can see what it looks like.

10 43. When Benzova uploaded photographs she captured on tour to the Guns
11 N' Roses Dropbox account, she would add Guns N' Roses watermarks to some but not
12 to others.

13 44. Benzova has claimed that Guns N' Roses representatives removed
14 watermarks from her photograph. Benzova is the only person who added or removed
15 watermarks. If a Guns N' Roses representatives asked Benzova to remove a
16 watermark, Benzova complied with these requests and voluntarily removed those
17 watermarks herself.

18 45. The band's watermark logo is not a copyright notice. It isn't a way to
19 claim ownership either, it's more of a means to keep track of where photographs were
20 copied from or used when reposted by fans etc.

21 46. Benzova has also claimed that the Guns N' Roses website states that it
22 owns the copyright in her photographs. The website does not say that. **Exhibit 106** to
23 the Joint Appendix of Evidence is a true and correct copy of the website's terms and
24 conditions page, at <https://www.gunsnroses.com/terms>. The website actually says "the
25 Site and all ... photographs ... are owned by us *or our licensors*." (Emphasis added.)

26 47. When Guns N' Roses representatives used photographs taken by Benzova
27 as the band's official tour photographer, I believed that the business arrangement with
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1 Benzova gave them the right to do so. I don't recall ever telling Benzova that Guns N'
2 Roses "owned the copyright" to her photographs – I am a band manager, not a lawyer.

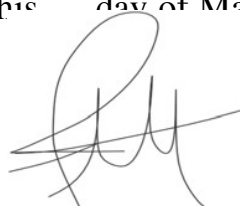
3 48. I certainly believed (and still believe) that Guns N' Roses had a right to
4 use and distribute the photographs that Benzova was paid to take as the band's official
5 tour photographer. It's possible that I said something like that to Benzova – *i.e.*, I may
6 have told her that Guns N' Roses had a right to use and distribute her photographs, or
7 that Guns N' Roses owned the photographs she took as the official photographer. If I
8 did say that, I stand by it. Again, Guns N' Roses had a right to do as it wished with the
9 pictures that Benzova was hired to take.

10 **Third Party Defendants Rose, Hudson and McKagan Played No Role in**
11 **Licensing Photographs**

12 49. Benzova has named Axl Rose, Saul "Slash" Hudson and Andrew "Duff"
13 McKagan as Third-Party Defendants. As stated above, Mr. Rose is the lead singer of
14 Guns N' Roses; Mr. Hudson is the lead guitarist; and Mr. McKagan is the bassist.

15 50. Mr. Rose, Mr. Hudson and Mr. McKagan are musicians. They did not play
16 any role in negotiating of the written 2010, 2016 and 2021 agreements Benzova entered
17 into with Waterhead, Gundam Productions and Gundam Touring.

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19
20 I declare under penalty of perjury under the laws of the United States of America
21 that the foregoing is true and correct. Executed this _____ day of May, 2025 at Incheon,
22 South Korea.

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26 _____
27 Fernando Lebeis
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Declaration of John Junegar

DECLARATION OF JOHN JUNEGAR

I, John Juenger, state and declare as follows:

1. I am an attorney with Gutman Law, counsel for Plaintiffs and Counter-Defendants Gundam Touring Service US, LLC, Gundam Productions, LLC and Waterhead International, Inc., and Third-Party Defendant Team Brazil Management, Inc. in this action. I have personal knowledge of the facts stated in this declaration and am competent to testify to them.

2. In her motion for summary judgment, Defendant, Counter-Claimant and Third-Party Plaintiff Katarina Benzova (“Benzova”) argues: “Discovery provided on April 30, 2025 contains none of the communications with third-parties identified in the Benzova’s Counterclaim. The discovery order also compelled production of (i) accounting records; (ii) company policy and procedure; and (iii) all agreements presented to Benzova agreements- all of which are materially absent.” Benzova further contends: “Plaintiffs failed to produce: (1) all communications with third parties identified in the Counterclaim that reproduced the pictures at hand; (2) all referenced agreements that were presented to Benzova, both signed and unsigned; (3) Plaintiffs [*sic*] ‘media, TV & Photo Guidelines’; (4) financial records specifically requested and ordered by the Court.”

3. Those statements are false. The April 30, 2025 production included communications with third-parties Bates-stamped PLAINTIFFS 85-108 and 240-258, and accounting and invoices records relating to photographs Benzova was paid to take at PLAINTIFFS 109-110, 115, 121 and 239. Plaintiffs also recently produced a summary of revenues from the Guns N’ Roses website Bates-stamped PLAINTIFFS 261-263. With respect to the only two document requests that mention policies or procedures [REQUEST FOR PRODUCTION NOS. 78 [*sic*] and 121], both responses state no responsive documents existed. Benzova did not propound a document request for “media, TV & Photo Guidelines.” Plaintiffs produced documents responsive to the requests for documents presented to Benzova with the initial production on October

1 18, 2024, Bates-stamped PLAINTIFFS 1-84.

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3 I declare under penalty of perjury under the laws of the United States that the
4 foregoing is true and correct.

5 Executed this 19th day of May, 2025 at Manhattan Beach, California.

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7 /s/ John Juenger
8 John Juenger

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Declaration of Matthew E. Hess

DECLARATION OF MATTHEW E. HESS

I, Matthew E. Hess, declare:

1. I am an attorney licensed to practice before all state and federal courts in California and of counsel to Gutman Law, the attorneys of record for all Plaintiffs, all Counter-Defendants, and specially appearing Third Party Defendant Fernando Lebeis. I have personal knowledge of the facts set forth herein and, if called as a witness, can testify competently thereto.

2. **Exhibit 107** to the Appendix of Evidence is a true and correct copy of the April 14, 2025 Objections to Notice of Deposition of Axl Rose.

3. **Exhibit 108** to the Appendix of Evidence is a true and correct copy of the April 21, 2025 Objections to Notice of Deposition of Fernando Lebeis.

4. **Exhibit 109** to the Joint Appendix of Evidence is a true and correct copy of an April 28, 2025 exchange of e-mail messages between Matthew E. Hess, Esq., counsel for Plaintiffs, Counter-Defendants and Specially Appearing Third Party Defendant Fernando Lebeis, and Zach Rosenblatt, Esq., counsel for Defendant, Counter-Claimant and Third Party Plaintiff Katarina Benzova.

5. When Benzova served Plaintiffs with her portion of the summary judgment papers, she did not provide us with any copy of Exhibit O.

6. **Exhibit 110** attached hereto is a true and correct copy of e-mail messages produced by Defendant Katarina Benzova in discovery.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 19th day of May, 2025 at Los Angeles, California.


Matthew E. Hess

Declaration of Shaina Danziger

Zach Rosenblatt (SNB# 345034)
ZSR LAW
406 Broadway, #125
Santa Monica CA 90401
Telephone: (310)-529-1213
Email: zachrosenblatt@gmail.com
Attorney for Defendant/Counterclaimant, KATARINA BENZOVA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GUNDAM TOURING SERVICES US
LLC; GUNDAM PRODUCTIONS,
LLC; AND WATERHEAD
INTERNATIONALL, INC.,

Plaintiff, Counter-Defendant

vs.

KATARINA BENZOVA,

Defendant, Counterclaimant

vs.

GUNS N ROSES, TEAM BRAZIL
MANAGEMENT INC, FERANDO
LEBEIS, AXL ROSE, SAUL HUDSON,
MICHAEL ANDREW "DUFF"
MCKAGAN

Third Party Defendants

Case No.:2:23-cv-08968-FMO

**DECLARATION OF SHAINA
DANZIGER**

DECLARATION OF SHAINA DANZIGER

I, Shaina Danziger declare as follows:

1. On or about May 5, 2018, I received an alarming call from Katarina Benzova. She called me from Los Angeles. I know Kat very well, we have spoken on the phone hundreds of times, and, on this call, I clearly sensed she was under heavy stress. During this call, which happened right after the incident, Kat informed me that Fernando Lebeis had made unwelcome sexual advances toward her after a Guns N' Roses event. She described how he had attempted to kiss her against her will, made appalling advances, and made inappropriate comments.
2. When she spoke to me, there was a short burst in her voice, and I knew immediately that this event had disrupted her life. Kat's voice was frightened and loud, which is why I can't forget it. I knew she was frazzled and strained as she spoke of about Fernando's appalling advances. Kat expressed concern about how reporting this incident might affect her work situation since Fernando was in a position of authority over her. She also indicated that Fernando had exhibited problematic behavior toward her on numerous other previous occasions.

I declare under penalty of perjury under the laws of the California that the foregoing is true and correct.

Executed on this 19th day of May, 2025, at Los Angeles, California.

/s/  Shaina Danziger (May 19, 2025 09:53 EDT)

SHAINA DANZIGER

APPETITE FOR DISCUSSION
www.a-4-d.com

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8.30 5.18.2025 Declaration of Shaina Danziger

Final Audit Report

2025-05-19

Created:	2025-05-19
By:	Zach Rosenblatt (zachsrosenblatt@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABeWrx9HvK-_0sfWWV/kXMrp32cTEIadI

"8.30 5.18.2025 Declaration of Shaina Danziger" History

-  Document created by Zach Rosenblatt (zachsrosenblatt@gmail.com)
2025-05-19 - 3:30:32 AM GMT
-  Document emailed to shainadanziger@gmail.com for signature
2025-05-19 - 3:30:35 AM GMT
-  Email viewed by shainadanziger@gmail.com
2025-05-19 - 1:48:45 PM GMT
-  Signer shainadanziger@gmail.com entered name at signing as Shaina Danziger
2025-05-19 - 1:53:15 PM GMT
-  Document e-signed by Shaina Danziger (shainadanziger@gmail.com)
Signature Date: 2025-05-19 - 1:53:17 PM GMT - Time Source: server
-  Agreement completed.
2025-05-19 - 1:53:17 PM GMT

Declaration of Katarina Benzova

DECLARATION OF KATARINA BENZOVA

I, Katarina Benzova, declare as follows:

1. I am a professional photographer who worked with numerous bands including Guns N' Roses, AC/DC, Aerosmith, and others. I worked with Guns N' Roses from 2010-2022. I was never an employee of Plaintiffs. I am an independent contractor. English is not my first language.
2. Throughout my career, I always insisted on written agreements specifying use rights, time periods, and ownership—standard industry practice to protect intellectual property.
3. During the times I was not given written contracts, I did not believe I was signing away any rights. Furthermore, I never signed off for any of the third-party uses as set forth in my counterclaim. As a result of the third-party use, I have been unable to monitor the use of my photographs, control who my licensees are, and control the manner and quality in how my work is presented. I have also never been paid for these unauthorized uses of my photos.
4. Despite Plaintiffs' refusal from mid-2016 to late 2021, I repeatedly insisted on written contracts. Fernando Lebeis refused to provide contracts..
5. During this time Fernando repeatedly misrepresented that Plaintiffs owned my photographs.
6. In addition to all this, Fernando sexually harassed me throughout the time I worked with him.
7. I discovered the extent of infringement when Plaintiffs finally asked permission for certain uses. I am aware of numerous unauthorized uses of my work, including but not limited to Ernie Ball guitars, HYT watches, tour

1 books, Fender Guitar deals, Peterson Car Museum exhibit, and
2 Nighttrain subscription service.

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4 I declare under penalty of perjury under the laws of the California that the
5 foregoing is true and correct. I have read the motion, the exhibits are true and correct
6 copies, and everything therein is true to the best of my knowledge.

7
8 Executed on this 5th day of May 2025, at Los Angeles, California.

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10 /s/
11 KATARINA BENZOVA

Declaration of Doug Goldstein

In re Benzova v. GUNS N ROSES, et al . Case #2:23-cv-09538-FMO(ex)

DECLARATION OF DOUG GOLDSTEIN.

I, Doug Goldstein, hereby declare:

1. I am the former manager of Guns N’ Roses for 17 years, 1987- 2004.

2. I know Fernando Lebeis, firsthand, and have known him for many years.

3. I have known Fernando Lebeis since 1992.

4. During such time I observed many troubling patterns of behavior exhibited by Fernando Lebeis.

5. I have witnessed firsthand numerous specific instances of inappropriate sexual behavior by Fernando Lebeis.

6. Fernando Lebeis has showed a pattern of behavior of not respecting people’s boundaries.

7. He (Lebeis) generally showed an attitude of being “above the law”, that somehow the law, customs, and ways of human decency did not apply to him.

8. He attempted to “flirt with everyone”, and would often cause great animosity in others while doing so.

9. He was known for being “overly” flirtatious.

10. He attempted to flirt with and sexualize many people who worked with/ near Guns N’ Roses (“GNR”).

11. Once specific instance where he went too far was with the touring masseuse, Sabrina Okamoto.

12. Often this strange behavior – where Fernando acted in an inappropriate sexual manner- would be in front of Axl Rose.

DECLARATION OF DOUG GOLDSTEIN

In re Benzova v. GUNS N ROSES, et al . Case #2:23-cv-09538-FMO(ex)

1 13. Therefore, there was knowledge of Fernando's inappropriate behavior, however I
2 never saw any action taken against Lebeis for such behavior.

3 14. Furthermore, as to Fernando Lebeis' character, I believe Fernando is a "con man"
4 that participated/participates in habitual disingenuous and deceptive behavior.

5 15. I believe he takes "liberties" with principals' money.

6
7 16. Furthermore, I do not believe Fernando Lebeis is fit to be the manager of a band
8 that is the size and status Guns N' Roses ("GNR").

9 17. I am an experienced music manager.

10 18. The principal purpose of the manger is to protect the principals and their interests.

11 19. Music managers often work with business managers, attorneys, and agents on
12 behalf of their clients.

13
14 20. Whenever I had to deal with photographic copyrights for/with/involving GNR I
15 would also work hand in hand with the band's attorney to ensure all copyright laws were in
16 order and no one rights were being infringed upon.

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18 21. The purpose of doing so is to make sure all "i's are doted, and t's are crossed".
19 Doing so protects the band.

20 22. When dealing with photographic copyrights I knew I had to work hand in hand
21 with an attorney because I knew written contracts were necessary to acquire copyrights.

22 23. However, I believe, Fernando Lebeis is unqualified to be a music manager
23 because of the complexities that come with dealing with a band of the size and status of GNR.

24 24. I believe Fernando Lebeis is incompetent as a music manager.
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DECLARATION OF DOUG GOLDSTEIN

In re Benzova v. GUNS N ROSES, et al . Case #2:23-cv-09538-FMO(ex)

1 25. I believe the only reason he attained the position as manager is because of his
2 mother, Beta Lebeis, and her relationship with Axl Rose. I do not believe Fernando Lebeis's
3 position as manager of GNR is based on his own merits.

4 26. In my experience, as GNR manager, there was a practice of trying to obtain
5 photographic copyrights after they were taken.
6

7 27. As manager of GNR, I oversaw the acquisition of copyrights in photographs taken
8 of the band.

9 28. For example, such business practice involved the photographs of Robert John,
10 whereby Axl Rose would "buy out" John's photographs after they are taken.
11

12 29. As manager of the band, it was my duty, when handling such transactions
13 involving photographic copyrights, "to make sure all t's were crossed and all ducks were in a
14 row." This was within my scope of duties as manager, and it known to be an important task that
15 required specialized knowledge of copyright and the help of an attorney.

16 I declare under penalty of perjury pursuant to the laws of the State of California and the
17 State of Florida that the foregoing is true and correct.
18

19 Executed this Dgth day of November at 7pm.

20
21
22 
23 Doug Goldstein (Nov 18, 2023 19:35 EST)
24 DOUG GOLDSTEIN
25
26
27
28

DECLARATION OF DOUG GOLDSTEIN

APPETITE FOR DISCUSSION
www.a-4-d.com






11.18.2023 PDF To SIGN DECLARATION OF DOUG GOLDSTEIN w: Okomoto

Final Audit Report

2023-11-19

Created:	2023-11-18
By:	Zach Rosenblatt (zachsrosenblatt@gmail.com)
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"11.18.2023 PDF To SIGN DECLARATION OF DOUG GOLDSTEIN w: Okomoto" History

-  Document created by Zach Rosenblatt (zachsrosenblatt@gmail.com)
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Declaration of Bob Gordon

Zach Rosenblatt (SNB# 345034)
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Attorney for Defendant/Counterclaimant, KATARINA BENZOVA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

**GUNDAM TOURING SERVICES US
LLC; GUNDAM PRODUCTIONS,
LLC; AND WATERHEAD
INTERNATIONALL, INC.,**

Plaintiff, Counter-Defendant

vs.

KATARINA BENZOVA,

Defendant, Counterclaimant

vs.

**GUNS N ROSES, TEAM BRAZIL
MANAGEMENT INC, FERANDO
LEBEIS, AXL ROSE, SAUL HUDSON,
ANDREW MCKAGAN**

Third Party Defendants

Case No.:2:23-cv-08968-FMO

**DECLARATION OF EXPERT
WITNESS BOB GORDON IN
SUPPORT OF KATARINA
BENZOVA**

DECLARATION OF BOB GORDON

I, Bob Gordon, declare as follows:

1. I have approximately 50 years of experience in the commercial photography, videography, and commercial production industry.
2. Throughout my career, I have worked with over 200 Fortune 500 companies, established the production company Bob Gordon Films (www.bobgordonfilms.com), authored publications in the field, and developed extensive knowledge and expertise in production practices and copyright law compliance.
3. Based on my professional experience and expertise, it is my unequivocal conclusion that Fernando Lebeis, Guns N' Roses, and their affiliated companies have grossly deviated from acceptable industry standards and have contravened numerous fundamental principles of copyright law with conscious disregard for the law.
4. In the production industry, it is an inexcusable and gross deviation from industry standards to use any photograph for any commercial purpose or commercial production without the explicit written permission of the photographer. Any professional who violates this principle demonstrates themselves to be an unreliable manager acting with conscious disregard for the law.
5. Throughout my extensive career, I have never used a photograph without explicitly confirmed written permission from the photographer. This practice is not merely a best practice but an absolute requirement that every competent production director must adhere to without exception.
6. Furthermore, it is absolutely prohibited in the industry to use a photograph based on an oral sublicense. Any manager who engages in such practice is demonstrating a conscious disregard for the law, as there is no verification

1 against copyright infringement and it creates indefensible legal exposure. No
2 reasonable professional would ever conclude that the "risk" is worth any
3 potential "reward."

4 7. There is no credible explanation why any reliable manager would fail to use
5 written agreements for photographs with commercial value that are to be used
6 by third parties. Such a practice represents an unconscionable disregard for
7 established legal protocols and would be professionally suicidal to any
8 commercial production.

9 8. The Plaintiffs' assumption that they could "acquire" copyrights without
10 explicitly written agreements is ludicrous and has no basis in industry practice
11 or copyright law. Misrepresenting ownership on such a pernicious basis
12 constitutes a gross violation of industry standards and is a clear demonstration
13 of willful infringement.

14 9. This willful infringement is particularly egregious coming from sophisticated
15 actors with years of experience in dealing with copyrightable items. Such
16 actors should be held to an even higher standard of compliance, as they cannot
17 credibly claim ignorance of these fundamental requirements.

18 10. I would never, under any circumstances, sublicense any photograph orally or
19 without the explicit written permission from the photographer. Any
20 professional who would do so is acting with conscious disregard for the law
21 and industry standards, and ought to know better.

22 11. Failure to obtain explicit written permission to use a photograph for a
23 particular commercial purpose is not merely negligent but represents a
24 conscious choice to disregard legal requirements, effectively inviting
25 copyright infringement claims.
26
27
28

1 I declare under penalty of perjury that the foregoing is true and correct.

2
3 Executed on April 11, 2025, in Los Angeles California.

4
5 

6 Bob Gordon
7 Commercial Production Professional

APPETITE FOR DISCUSSION
www.a-4-d.com

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Attorney for Defendant, KATARINA BENZOVA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GUNDAM TOURING SERVICES US
LLC; GUNDAM PRODUCTIONS,
LLC; AND WATERHEAD
INTERNATIONALL, INC.,

Plaintiff, Counter-Defendant

vs.

KATARINA BENZOVA,

Defendant, Counterclaimant

vs.

GUNS N ROSES, TEAM BRAZIL
MANAGEMENT INC, FERANDO
LEBEIS, AXL ROSE, SAUL HUDSON,
MICHAEL ANDREW "DUFF"
MCKAGAN

Third Party Defendants

Case No.:2:23-cv-08968-FMO

**EXPERT WITNESS REPORT OF
BOB GORDON**

EXPERT WITNESS REPORT OF BOB GORDON

Bob Gordon Films
(305) 213-6484
bob@bobgordonfilms.com
www.bobgordonfilms.com

I. INTRODUCTION

I, Bob Gordon, have been retained as an expert witness by Katarina Benzova in the matter of Gundam Touring Services US LLC et al. v. Katarina Benzova. I have been asked to provide my expert opinion on several aspects related to the photographs taken by Ms. Benzova of the band Guns N' Roses. This report outlines my findings and professional opinions based on my extensive experience in photography, videography, the book I authored, and commercial directing in the advertising industry.

II. QUALIFICATIONS

I am the owner of Bob Gordon Films and have decades of experience as a photographer, videographer, and commercial director in the advertising space. I am the author of the book "Global Cause Marketing" and have worked extensively with photographs and their uses in the commercial space. My expertise includes understanding industry standards, copyright practices, and the valuation of photographic works.

III. EXPERT OPINIONS

Based on my review of the materials provided and my professional experience, I offer the following expert opinions:

1. Significant Value of the Photographs

1 The photographs of Guns N' Roses taken by Katarina Benzova possess
2 significant value in the marketplace. These images capture iconic moments of one
3 of the most renowned rock bands in history, making them highly desirable for
4 various commercial and promotional uses. The quality, composition, and subject
5 matter of these photographs contribute to their substantial market value.

6 **2. Multitude of Uses Across Market Sectors**

7
8 The copyright of these photographs has potential applications across
9 numerous sectors of the marketplace. Photographs inherently have multiple uses
10 across numerous marketplaces. These uses may include, but are not limited to:

- 11 • Music industry promotions and album artwork
- 12 • Concert and tour advertising
- 13 • Merchandise (t-shirts, posters, etc.)
- 14 • Music magazines and publications
- 15 • Online media and fan sites
- 16 • Documentary films and music biographies
- 17 • Advertising campaigns for brands associated with rock music or the band's
18 image
- 19 • Books
- 20 • Original Works In connection with Derivative Visual Arts
- 21 • Fine Art
- 22 • Placement in other commercials and/or shows
- 23 • Licensing for documentary or other audio/visual purposes
- 24 • Book placement

25 The versatility of these images significantly enhances their overall value and
26 potential for generating revenue. It is universally recognized, well established, and
27 incontrovertible that there is a causal nexus between images and revenue generated
28 therefrom. The advertising industry is based on this fact.

29 **3. Contribution to Revenue Generation**

30 It is my professional opinion that these photographs played a significant role
31 in contributing to increases in revenue in connection with the concerts and

1 advertising campaigns in which they were reproduced. High-quality, compelling
2 imagery is crucial for effective promotion and marketing in the music industry. My
3 experience and professional conclusion is these photographs:

- 4 • Increased ticket sales by creating excitement and anticipation for concerts
- 5 • Enhanced the visual appeal of advertising campaigns, leading to greater
6 engagement and conversion rates
- 7 • Added value to merchandise, potentially increasing sales volumes and prices
- 8 • Contributed to the overall brand image and marketability of Guns N' Roses

9 **4. Improper Vetting and Copyright Infringement**

10 Based on industry standards and best practices, it is my opinion that these
11 photographs were not properly vetted by third parties before they were reproduced
12 without the explicit consent of the author/copyright holder. Proper vetting would
13 typically involve:

- 14 • Verifying the source and ownership of the images.
- 15 • Obtaining written permission or licenses for use
- 16 • Conducting due diligence to ensure no copyright infringement
- 17 • Entrusting only those knowledge of copyright law to perform such tasks

18 The failure to properly vet these images suggests a lack of adherence to
19 standard industry practices for copyright compliance. As a result, it is rational to
20 conclude that the plaintiffs wrongly held out, represented, and/or warranted that they
21 were the owners of the copyright of the work in question when, in fact, they were
22 not
23

24 **5. Multitude Of Instances And Facts As Whole Demonstrate** 25 **Egregious And Willful Infringement**

26 The combination of factors presented in the previous responses strongly
27 indicates willful and egregious copyright infringement by the plaintiffs. This
28 conclusion is supported by several key elements:

1 **Extensive Industry Experience and Knowledge**

2 The plaintiffs, as established entities in the music industry with over 30 years
3 of experience, possess a deep understanding of copyright law, licensing practices,
4 and image rights. Their long-standing engagement with professional photographers,
5 album artwork, and tour imagery demonstrates a clear awareness of the value and
6 legal protections associated with photographic works.

7 **History of Legal Encounters**

8 Throughout their career, Guns N' Roses and their management have been
9 involved in multiple legal disputes, including cases related to intellectual property.
10 This litigation history showcases their familiarity with the legal implications of using
11 copyrighted materials.

12 **Repeated Exploration of Photographic Copyrights**

13 For more than three decades, the plaintiffs have extensively explored and
14 utilized photographic copyrights in various aspects of their career, including:

- 15 • Commissioning official band photos
16 • Creating album artwork
17 • Producing tour imagery
18 • Negotiating image rights for promotional materials

19 This ongoing engagement with visual media copyright issues indicates a
20 sophisticated understanding of the legal landscape surrounding photographic works.

21 **Adaptation to Digital Era Copyright Challenges**

22 As the music industry transitioned into the digital age, the plaintiffs would
23 have had to adapt to new copyright challenges, including:

- 24 • Social media policies for fan-shared content
25 • Digital rights management for streaming platforms
26 • Addressing unauthorized use of their brand and imagery online
27
28

1 This adaptation process would have further educated them on evolving
2 copyright practices and standards.

3 **Pattern of Disregard for Proper Vetting**

4 Despite their extensive knowledge and experience, the plaintiffs demonstrated
5 a pattern of failing to properly vet Ms. Benzova's photographs before use. This
6 behavior suggests a conscious choice to ignore established copyright laws and
7 industry standards, rather than isolated incidents of oversight.

8 **Calculated Risk-Taking Approach**


9 The combination of the plaintiffs' extensive experience, prior legal encounters,
10 and deep involvement with photographic copyrights makes their failure to properly
11 vet and license these images particularly egregious. It suggests a calculated risk-
12 taking approach to copyright infringement, likely based on the assumption that their
13 actions would go unchallenged or that the benefits of using the images outweighed
14 potential legal consequences.

15 **Disregard for Creator's Rights**

16 By repeatedly using Ms. Benzova's photographs without proper attribution or
17 licensing, the plaintiffs demonstrated a blatant disregard for the rights of content
18 creators. This behavior is especially reprehensible coming from artists who have
19 benefited from copyright protections throughout their own careers. In conclusion,
20 the plaintiffs' actions demonstrate a willful and egregious pattern of copyright
21 infringement. Their extensive industry experience, prior legal encounters, repeated
22 exploration of photographic copyrights, and adaptation to digital-era challenges all
23 contribute to a clear understanding of copyright law. The failure to properly vet and
24 license Ms. Benzova's photographs, despite this knowledge, indicates a deliberate
25 and calculated disregard for established legal and ethical standards in the industry.
26 Such behavior from industry veterans with this level of expertise underscores the
27 need for significant legal consequences to deter similar actions in the future.
28

In summary, the photographs taken by Katarina Benzova of Guns N' Roses, which possess significant market value, possess a wide range of potential uses across various industries and markets, and likely contributed substantially to revenue generation in advertising campaigns. Furthermore, the apparent lack of proper vetting and licensing prior to production indicates a failure to adhere to industry standards for copyright clearance, supporting the conclusion that the plaintiffs misrepresented their ownership and control of the copyrights.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief


Bob Gordon
May 5, 2024

Declaration of Phil Lammond

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Attorney for Defendant/Counterclaimant, KATARINA BENZOVA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GUNDAM TOURING SERVICES US
LLC; GUNDAM PRODUCTIONS,
LLC; AND WATERHEAD
INTERNATIONALL, INC.,

Plaintiff, Counter-Defendant

vs.

KATARINA BENZOVA,

Defendant, Counterclaimant

vs.

GUNS N ROSES, TEAM BRAZIL
MANAGEMENT INC, FERANDO
LEBEIS, AXL ROSE, SAUL HUDSON,
ANDREW MCKAGAN

Third Party Defendants

Case No.:2:23-cv-08968-FMO

**DECLARATION OF EXPERT
WITNESS PHILLIP LAMOND IN
SUPPORT OF KATARINA
BENZOVA**

DECLARATION OF PHILLIP LAMOND

I, Phillip Lamond, declare as follows:

1. I am writing this declaration to provide my professional opinion regarding the conduct of Fernando Lebeis in his management capacity related to Ms. Katarina Benzova's photographic works. I am a music manager with over thirty years of experience in the industry. I am intimately familiar with the standards and practices expected of professionals in our field.
2. Based on my extensive experience and expertise in the music industry, it is my professional conclusion that Fernando Lebeis has grossly deviated from the standard of care expected of a band manager as exhibited in the industry. This deviation manifests in several concerning ways that I feel compelled to address.
3. First and foremost, it is universally understood within the music management profession that written agreements are absolutely required for any use of photographic copyright. This represents one of the most fundamental practices in our industry, particularly when dealing with creative works that have significant commercial value. The failure to secure proper written agreements for the use of Ms. Benzova's photographic works constitutes a severe breach of professional standards.
4. In my professional experience, no reasonable band manager would operate under the assumption that they have ownership rights to any copyright without a signed written agreement explicitly transferring such rights. This principle is so firmly established in our industry that Mr. Lebeis's apparent disregard for it cannot be viewed as a simple oversight but rather as a significant deviation from standard practice.
5. Additionally, sexually harassing employees, licensors, or any other professional contacts represents a gross deviation from acceptable

1 management practices. Such behavior not only violates basic ethical standards
2 but also undermines the trust and professional relationships necessary for
3 successful operations in the music industry. **In particular, the conspicuously**
4 **revolting conduct of Mr. Lebeis included sending Ms. Benzova a picture**
5 **of a condom, asking her to sleep with him, and trying to get into her**
6 **bedroom to drink at 6:00 am in the morning.** SEE EXHIBIT 1. This
7 conduct is glaringly inappropriate and a clear deviation from standard practice
8 of an ethical and competent band manager.

- 9
- 10 6. If Mr. Lebeis engaged in such conduct while misrepresenting ownership of
- 11 copyrights, this would constitute a compound deviation from professional
- 12 standards.
- 13 7. It is particularly troubling that Mr. Lebeis may have exploited Ms. Benzova's
- 14 status as a non-native English speaker. In my professional assessment, if Mr.
- 15 Lebeis was aware that English was not Ms. Benzova's first language and
- 16 proceeded without proper documentation, this suggests he was taking
- 17 advantage of her and calculating that she would not challenge a band of the
- 18 size and prestige of Guns N' Roses. Such predatory behavior represents a
- 19 severe violation of the ethical obligations that bind professionals in our
- 20 industry.
- 21 8. As music managers, we hold positions of trust and authority. We are expected
- 22 to uphold the highest standards of professionalism, ethics, and legal
- 23 compliance. Based on my review of the circumstances, Mr. Lebeis's actions
- 24 appear to fall significantly short of these standards, representing deviations
- 25 that cannot be reconciled with accepted industry practices.

26 I declare under penalty of perjury under the laws of the State of California that
27 the foregoing is true and correct.
28

Executed on April 11, 2025, in Los Angeles California.

Phillip Lamond

Phillip Lamond Music Management
Professional

EXHIBIT 1

APPETITE FOR DISCUSSION
www.a-4-d.com

6:02



<  Fernando Lebeis  

Mar 12, 2020



2:35 PM

709!!! Let's watch a movie and sleep!

10:50 PM

Aug 7, 2021



0:30

10:36 AM



0:44

10:39 A



APPETITE FOR DISCUSSION
www.a-4-d.com

6:01



Fernando Lebeis



3:40 AM

Nov 15, 2018



6:04 AM

Come drink 6:10 AM

I will have to do a rain check on that!
I'm barely keeping my eyes open and
still want to get some work done.
Thank you though and thank you so
much for a killer dinner!!! I hope I'm
not gonna wake up in the middle of
the night seeing Peking duck gho:



6:18 AM ✓✓



APPETITE FOR DISCUSSION
www.a-4-d.com

6:01



Fernando Lebeis



I will have to do a rain check on that!
I'm barely keeping my eyes open and
still want to get some work done.
Thank you though and thank you so
much for a killer dinner!!! I hope I'm
not gonna wake up in the middle of
the night seeing Peking duck ghosts



6:18 AM ✓✓

Please

6:19 AM

!!!!

6:21 AM

I'm sorry but I really can't. I slept like
3 hours last night and I'm crushing
hard. So sorryyyyyy !!!

6:24 AM ✓✓

Please

6:24 AM

One glass

6:25 AM

I'm already in bed. Tmw!! Let's go to
night market!

6:26 AM ✓✓

I can comeeee there. I need
someone to drink with. Omg

6:26 AM



I know! And I'm really sorry 😞 but I



EXHIBIT 11

6:16

ID #:9865



6:17

ID #:9867



Fernando >

But thank you. But you really
didn't had to go THAT far.
Seriously

Hahahah

I wanted you to know that I
fucking love you and respect
your punk ass like no other.

I have always ALWAYS and will
always fight for you and put
anyone that says a bad word
about you in their place.

You can't tell me you feel
disrespect.

So? You don't love me?

I won't let this go until I sense
love and understanding from
your texts.

I can tell things.

Fe, this wasn't personal. I was
saying from professional stand
point. Personally I know you



iMessage



6:17

ID #:9868



Fernando



I can tell things.

Fe, this wasn't personal. I was saying from professional stand point. Personally I know you respect and love me and you know I do as well

Fe. I sense love.

Ka.

Haha

And I understand and trust you. So I won't question anything anymore.

Nov 17, 2016 at 11:38 PM

Found a cigarette.

Lobby?

Ok

Nov 18, 2016 at 8:14 AM

Pizza tonight?



iMessage



EXHIBIT 13

6:27

ID #:9870



APPETITE FOR DISCUSSION
www.a-4-d.com

6:28

ID #:9871



Fernando >

Jun 26, 2017 at 5:58 PM

You can't use GNR and ACDC for self gain. If you ever want to do anything, run it by me.

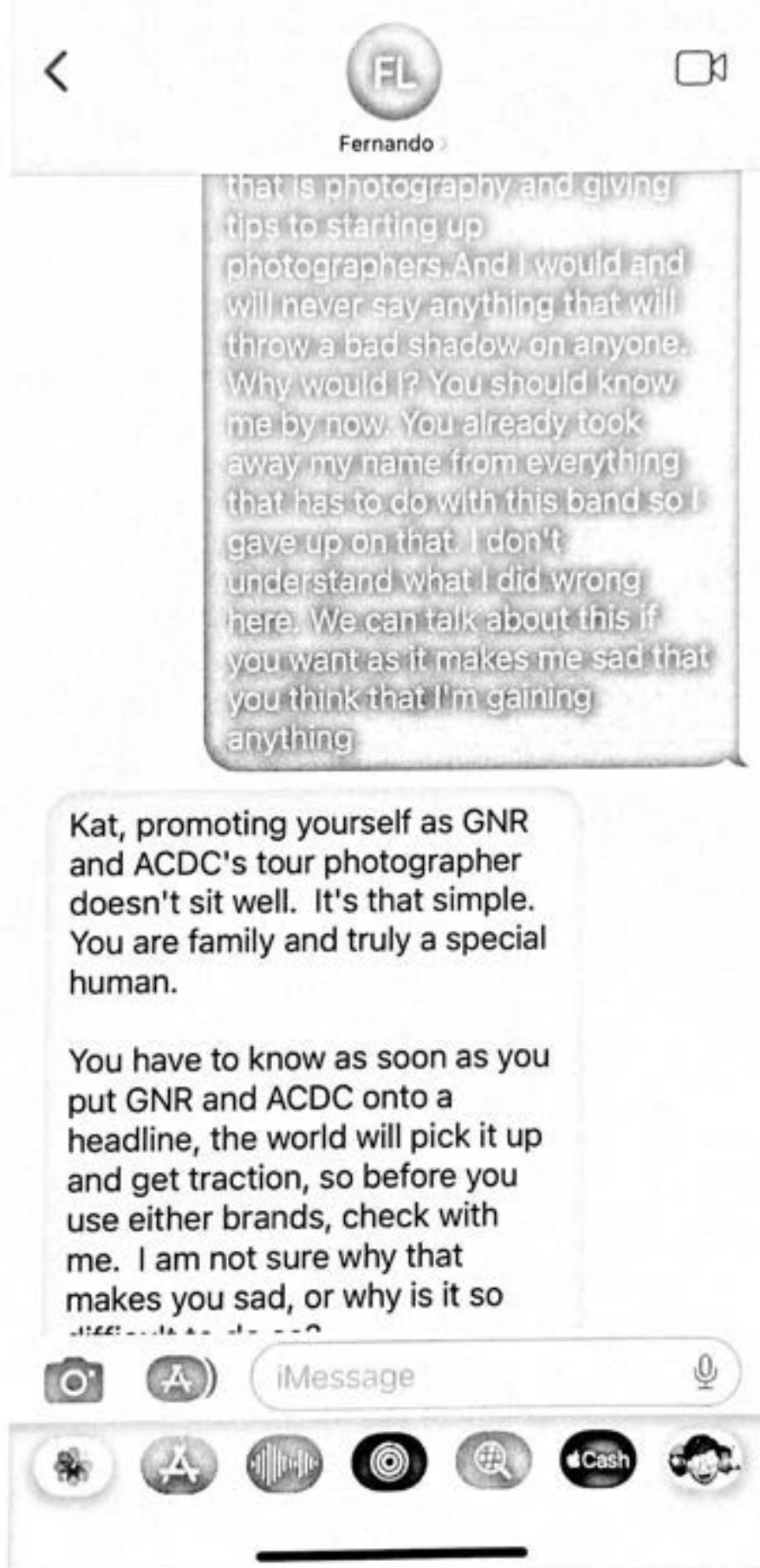
Jun 27, 2017 at 1:18 AM

I never used GNR, ACDC or anyone else for self gain. How? I don't have a brand. What would I get out of that?? Am I doing concerts using GNR name that is making me money?? I'm not using and never will use it commercially!! It was an interview and those were facts. That's where I've been working for 7 years and that's how I started. I'm not talking about any of the bands. People chose titles not me. I'm talking about my passion that is photography and giving tips to starting up photographers. And I would and will never say anything that will throw a bad shadow on anyone. Why would I? You should know me by now. You already took away my name from everything.



iMessage





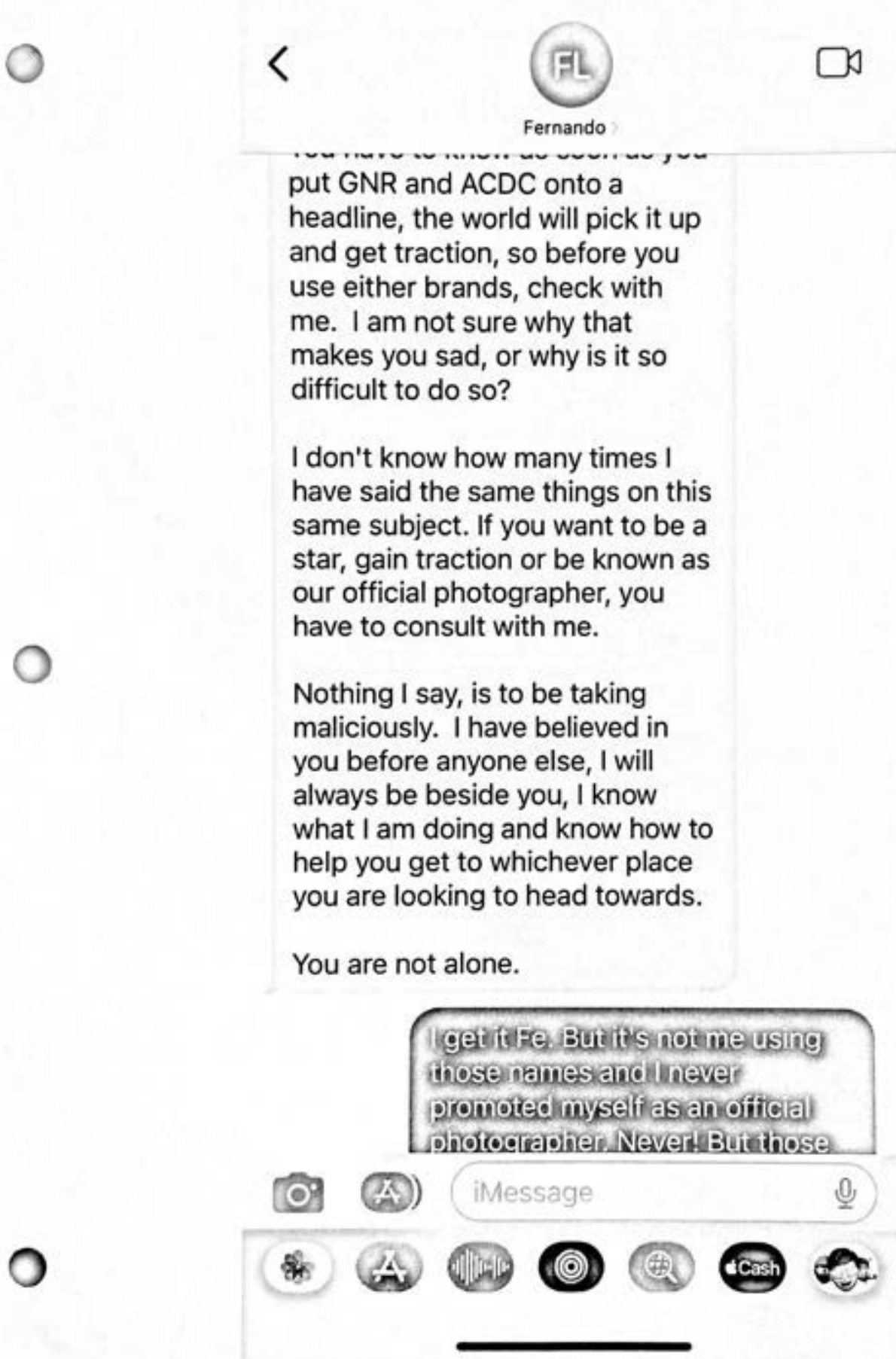


EXHIBIT 2

APPETITE FOR DISCUSSION
www.a-4-d.com

See More from Fernando Lebeis

Fernando Lebeis

Re: Duff Photo

To: Katarina Benzova

January 29, 2017 at 7:26 PM

FL

All good, watermark it for me. :)

See More from Katarina Benzova

Found in Sent - katarinabenzova@gmail.com Mailbox

4

☆ **Katarina Benzova**

Re: Duff Photo

To: Fernando Lebeis

January 29, 2017 at 7:29 PM

KB

I can't, its in really low quality. Can he send higher res one at least 1MB? Thanks

But if I watermark it I dont want anyone to think its mine. I can send you better one if you want

See More from Fernando Lebeis

Fernando Lebeis

Re: Duff Photo

To: Katarina Benzova

January 29, 2017 at 7:31 PM

FL

Kat, the photos you watermarked are GNR's. Kind of burned out with this mine vs. theirs crap.

You are watermarking GNR's photos.

I will get Jarmo to send me a high res photo.

See More from Katarina Benzova

APPETITE FOR DISCUSSION
www.a-4-d.com

EXHIBIT 32

Katarina Benzova
Photo Credit

To: Fernando Lebeis, Cc: Liz Colabraro

November 6, 2016 at 2:22 PM
Details

KB

Hi there,

I know we talked about this and I understand the situation about not getting photo credit, but I just saw a post on GNR Instagram and a fan got photo credit for their photos. I don't want to be annoying or anything, but do you think I can get one at least once in a while? I would really really appreciate that

Thank you so much

xx

Kat

Fernando Lebeis

Re: Photo Credit

To: Katarina Benzova, Cc: Liz Colabraro

November 6, 2016 at 2:26 PM
Details

FL

Kat, we own the photos you take and if we print, or give it to publications to print it's GNR's trademark with you being credited appropriately.

Social media is a stupid forum and I won't be adding you, as I told you, you are more special than a stupid handie/text written by either myself, Liz, guja and/or crowd surf.

There are millions of people that know you are our photographer and that is what counts. Believe me, just sit back and when the time is right you will be credited to beyond credits.

Promise. Stick with me, I have yet to fuck up.

See More from Katarina Benzova

Found in Sent - katarinabenzova@gmail.com Mailbox

Katarina Benzova

Re: Photo Credit

To: Fernando Lebeis

November 6, 2016 at 3:10 PM

KB

Even though its small, it just happens to mean something to me, it makes me feel happy and included. If the social media is just a stupid forum to you is it really that big of a deal to throw my name in there?

I am sticking with you Fernando, I appreciate you so much and you've done so much for me. I just wanted to write you this because I'm not sure you knew how much it means to me on a personal level.